



County of San Bernardino

F A S

**STANDARD
CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code INLANDV145	SC Dept. ADS	A Contract Number
County Department Behavioral Health		Dept. Orgn. ADS ADS	Contractor's License No.
County Department Contract Representative Armand Freitas		Telephone (909) 421-9460	Total Contract Amount \$425,181
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason: _____			
Commodity Code		Contract Start Date 07/01/2003	Contract End Date 06/30/2006
		Original Amount \$425,181	Amendment Amount
Fund AAA	Dept. ADS	Organization ADS	Amount \$425,181
Fund	Dept.	Organization	Amount
Fund	Dept.	Organization	Amount
Project Name Alcohol and Drug Outpatient Services		Estimated Payment Total by Fiscal Year	
		FY	Amount
		03-04	\$141,727
		04-05	\$141,727
		05-06	\$141,727
Contract Type – 2(b)			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Inland Valley Drug & Alcohol Recovery Services

hereinafter called Contractor

Address

916 North Mountain Avenue, Suite A

Upland, CA 91786

Telephone

(909) 932-1069

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to enter into an Agreement with Contractor whereby Contractor will provide alcohol and/or drug services in accordance with the requirements of the Health and Safety Code, Division 10.5, Parts 2 and 3; and Title 22 of the California Code of Regulations and related directives as they pertain to Medi-Cal; and

WHEREAS, Contractor is willing to furnish such services upon the terms hereinafter set forth;

WHEREAS, this Agreement is authorized by one of the following Sections of the Health

and Safety Code: 11812(b); 11796.1; 11991.6(a);

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto do mutually agree as follows:

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I. DEFINITION OF TERMINOLOGY

1. Wherever in this document, and in any attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
2. **Definition of May, Shall and Should.** Whenever in this document the words "may", "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
3. The term "ADS" refers to the County Department of Behavioral Health, Alcohol and Drug Services.
4. The term "unit of service" means a person-to-person contact, regardless of time, which results in a record of therapeutic experience in a patient's chart. Telephone contacts are not a reportable unit of service.
5. The term "service hour" refers to the time spent by Contractor staff to deliver alcohol/drug program services.
 - a. With respect to alcohol/drug prevention services, a service hour includes staff time spent in performing prevention services as well as travel time and time spent in preparing substance abuse prevention literature and mass media advertisements. Time spent in developing or establishing program objectives and methodologies, preparing for presentations or in performing other administrative functions is excluded from the service hour definition.
 - b. With respect to alcohol/drug treatment services, a service hour includes staff time spent conducting client visits, collateral visits, and group treatment sessions. Time spent staffing client charts and documenting treatment sessions in the charts is also included in the service hour definition. Other administrative time, such as scheduling appointments, is excluded from the service hour definition.

II. CONTRACT SUPERVISION

The Director, Department of Behavioral Health (DBH), hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide in writing to the County the names of the persons who are authorized to represent the Contractor in this contract.

III. ADMINISTRATIVE PROCEDURES

1. Contractor agrees to adhere to all applicable provisions contained in the **ADS Manual for Contract Agencies**, which is made a part hereof by this reference. A copy of said document has been provided to the Contractor. In agreeing to the terms of this contract, Contractor acknowledges full understanding of the provisions of the referenced documents and agrees to operate the respective alcohol and/or drug programs in accordance with the provisions of the documents and the provisions of this contract. At the option of the County, changes may be made during the contract period to the **ADS Manual for Contract Agencies**. Such changes, when made, will be binding on the Contractor.
2. Contractor, if receiving Medi-Cal funding, shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to the County and staff assignments for quality improvement and coordination duties.
3. Contractor agrees that no part of any federal funds provided under this contract shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.
4. Contractor agrees that no part of any federal funds provided under this contract shall be used to pay the salary of an individual at a rate in excess of \$166,700 per year.

5. Contractor shall not use any state or federal funds to provide direct, immediate or substantial support to any religious activity.
6. If Contractor is not licensed or certified by the State, Contractor shall submit organizational documents to County within 30 days of execution of this contract, or within 90 days of annual renewal or continuation of this contract, or when there has been a change in name or ownership. Organizational documents shall include Contractor's Articles of Incorporation or Partnership Agreements, business licenses, fictitious name permits, and such other information and documentation as may be requested by County.

IV. FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's Staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

V. INDEPENDENT CONTRACTOR STATUS

Contractor understands and agrees that the services performed hereunder by its officers,

agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of County. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this contract shall be provided by Contractor in providing the contracted services. County equipment, excess to the needs of the County, may be provided to the Contractor in support of performance of this contract at a cost to be determined by the County.

VI. INDEMNIFICATION AND INSURANCE

1. **Indemnification** - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized agents, officers, volunteers and employees from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. **Insurance** - Without in any way affecting the indemnity provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
 - a. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered

by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c. **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
 - d. **Professional Liability** - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. **Additional Named Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. **Waiver of Subrogation Rights** - Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, volunteers, employees, agents, contractors and subcontractors.
5. **Policies Primary and Non-Contributory** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. **Proof of Coverage** - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage,

including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and endorsements.

7. **Insurance Review** - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

The County agrees to indemnify and hold harmless the Contractor and its authorized agents, officers, volunteers and employees from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the County, its officers, employees, agents or volunteers in connection with performance of this Agreement.

VII. FEE ASSESSMENT AND COLLECTION

1. **Drug Programs.** Client fees shall be charged for treatment services provided under the provisions of this Agreement based upon the client's financial ability to pay for service. Fees charged shall approximate estimated actual cost of providing services, and no person shall be excluded from receiving services based solely on lack of financial ability to make payment toward the cost of providing services. The fee system must be in writing and shall be a matter of public record. In establishing fees to clients, a fee system shall be used which conforms to the following guidelines and criteria as prescribed in Section 11991.5 of the California Health and Safety Code:

- a. The fee system shall be equitable.
- b. The fee charged shall not exceed the actual cost of providing services.
- c. The fee system shall consider the client's income and expenses.
- d. The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (1) Fee assessment schedules and collection records.
- (2) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

2. **Alcohol Programs.** In compliance with Section 11841 of the California Health and Safety Code:

- a. The Contractor shall set fees and follow fee assessment and collection practices that promote recovery from problem drinking, provided that the method of establishing such fees and methods of collection practice will not result in the denial or withholding of alcohol services because of the client's inability to pay for such services. The fee requirements shall not apply to prevention and early intervention activities.

- b. The Director or designee shall approve the Contractor's fee assessment system, which shall describe how the Contractor charges fees and which must take into consideration the Client's income and expenses. The fee system must be in writing and shall be a matter of public record. A fee system shall be used which conforms to the following guidelines and criteria:

- (1) The fee system shall be equitable.
- (2) The fee charged shall not exceed the actual cost of providing services.
- (3) The fee system shall consider the client's income and expenses.
- (4) The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (a) Fee assessment schedules and collection records.
- (b) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

VIII. CONFIDENTIALITY

1. Contractor shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations Part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
2. No list of persons receiving services under this contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
3. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Contractor is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, Contractor is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. Contractor will disclose Protected Health Information to appropriate County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

IX. NONDISCRIMINATION

1. **General.** Contractor agrees to serve all persons without regard to race, color, sex, religion, national origin or ancestry, pursuant to Civil Rights Act of 1964, as amended, (42 USCA Section 2000 d) and Executive Order #11246, September 24, 1965, as amended, Age Discrimination Act of 1975 (42 USC 6101), Rehabilitation Act of 1973 (29 USC 794), Title 45, Code of Federal Regulations, Part 84.6; and provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.)
2. **Handicapped.** Contractor agrees to comply with the Americans with Disabilities Act

of 1990, (42 U.S.C. 12101 et. seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

3. **Contract Compliance.** Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VI of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County ESBE Policy No. 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Manager of the County of San Bernardino at (909) 387-2139.
4. **Sexual Harassment.** Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.
5. **Cultural and Linguistic Competency.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
 - a. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for the provision of appropriate and effective substance abuse treatment services.
 - b. There is recognition by the DBH that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards

the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. The provision of medically necessary specialty substance abuse treatment in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective substance abuse treatment. Providing services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

c. To assist the Contractor's efforts towards cultural and linguistic competency:

- (1) DBH shall provide technical assistance to the Contractor regarding cultural competency implementation.
- (2) DBH shall provide demographic information to Contractor on service area for services planning.
- (3) DBH shall provide cultural competency training for Department and Contractor personnel. Contractor staff are encouraged to attend at least one cultural competency training per year.
- (4) DBH shall provide interpreter training for Department and Contractor personnel.
- (5) DBH shall provide technical assistance for Contractor in translating substance abuse treatment information to Spanish.

X. DRUG FREE WORKPLACE

By signing this contract the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Gov. Code § 8350 et seq.), and the Pro-Children Act of 1994, and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
2. Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the work place;
 - b. The person's or organization's policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355 (c), that every employee engaged in the performance of the contract:
 - a. Be given a copy of the Contractor's drug-free policy statement; and
 - b. As a condition of employment on the contract, agree to abide by the terms of the statement.
4. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Contractor may be ineligible for future County or State contracts if the County or State determines that any of the following has occurred:
 - a. The Contractor has made false certification, or

- b. The Contractor has violated the certification by failing to carry out the requirements as noted above.

XI. PERSONNEL

1. Under the terms of this contract, the Contractor is an independent contractor, and therefore neither the staff nor employees of the Contractor are, nor shall they become, employees of the County. Contractor staff and employees shall not be entitled to any rights, privileges or benefits provided to County employees.
2. Contractor shall furnish such qualified professional personnel prescribed by Title 9 of the California Code of Regulations as are required for the types of services Contractor shall perform, which services are described in such addenda as may be attached hereto and/or in the **ADS Manual for Contract Agencies**.
3. Contractor certifies that neither it nor its principles is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Contractor is unable to certify to any of the aforesaid, such Contractor shall attach an explanation to this contract.

XII. PERFORMANCE

1. Recovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her substance abuse. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's

choices and responsibilities. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the alcohol and other drug treatment and recovery field.

2. It is believed that all clients can recover, even if that recovery is not complete. The Recovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external “stigma”, improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.
3. Under this Agreement Contractor shall provide those services which are dictated by attached addenda and/or exhibits. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement, and the **ADS Manual for Contract Agencies**. In the event information in the attachments conflicts with the basic Agreement, then information in the attachments shall take precedence to the extent permitted by law.

XIII. FUNDING

1. This Agreement is contingent upon sufficient funds being made available by Federal, State and/or County governments for each of the three years of the term of the Agreement.
2. The maximum annual financial obligation of County under this Agreement shall not exceed the sum of Four Hundred Twenty-Five Thousand, One Hundred Eighty-One Dollars (\$425,181). The maximum financial obligation is further limited by fiscal year, funding source, and service modalities as delineated on the attached Schedule(s) A. Funds may not be transferred between funding sources nor modes of services without the prior written approval of the Director or designee.
3. Contractor will determine, on a case by case basis, client eligibility for or entitlement to any and all of the funding streams used by the County for these

services, as identified in the **ADS Manual For Contract Agencies**, to pay for services under the terms and conditions of this contract and will bill County for those services pursuant to the instructions in the **ADS Manual For Contract Agencies**.

4. The Contractor shall be entitled to reimbursement for Drug/Medi-Cal units of service based on the lesser of actual cost, the Contractor's usual and customary charge to the general public for the same or similar service, or the rates established annually by the State Budget Act.
5. The Contractor shall be entitled to reimbursement for all other units of service, for which there is budget, based on actual cost after deducting reportable revenues as defined in paragraph 7 below.
6. Contractor will only be paid for reimbursable services entered correctly into the San Bernardino Information Management On-line Network (SIMON) System. Services must be entered into SIMON no later than thirty (30) days from date of service.
7. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.
8. In no instance will the Contractor be reimbursed more than the actual net cost of delivering services under this contract.
9. In the event of a reduction of County's allocation of federal, state or county funding for alcohol and/or drug programs, Contractor agrees to accept a reduction in funding under this contract to be determined by the County.
10. The Contractor agrees to accept a reduction of the dollar value of the contract, at the option of the County, if in any fiscal year the projected savings, based on claims submitted through December 31, are more than 5% of the net annual amount of the contract by service modality.

11. At the County's option the contract may be amended and the dollar value of the contract reduced if during the period July 1 through December 31 of each contract year the service hours performed, as reported in SIMON, are less than 90% of the service hours budgeted for that period by the Contractor in its budgetary submission to the County in support of the contract.

XIV. ACCOUNTABILITY - REVENUE

Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the Contractor.

XV. AUDITING AND EXCEPTIONS

1. Contractor agrees to maintain and retain all appropriate service records for a period of at least seven (7) years and financial records for a period of at least five (5) years, or until audit findings are resolved, whichever is later.
2. Contractors which use audit firms shall require such firms to permit access by the State to the working papers of the audit firm, and copies of said papers shall be made available to the State and County as is reasonable and necessary.
3. Financial records shall be kept by Contractor so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
4. Contractor agrees to furnish duly authorized representatives from County or State access to client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services to the extent permitted by Title 42, CFR, Part 2. In any other situation wherein records are being

accessed, Contractor agrees to obtain from the persons seeking access a confidentiality statement similar to that set forth in Welfare and Institutions Code 5328(e). The refusal of a Contractor to permit access to and inspection of books, records, and facilities as described in this part may result in immediate termination of this agreement by the County.

5. If results of an audit or on-site review indicate that funds reimbursed to Contractor under this Agreement were in excess of supported actual costs of furnishing the services, the difference shall be reimbursed to the County by the Contractor.
6. If results of an audit or on-site review indicate that service hours reported by the Contractor are not documented in accordance with the State of California Alcohol and/or Other Drug Program Certification Standards, July 1, 1999, reimbursement shall be made by the Contractor to the County, at the County's option, on the basis of the number of undocumented service hours times the cost per service hour for the month in which the undocumented service hours were reported to the County.
7. Reimbursement to the County by the Contractor, under Subparagraphs 5 and 6 above, will be made using one of the following methods, which shall be at the election of the County:
 - a. Cash payment of total.
 - b. Cash payments on a monthly schedule of reimbursements. Failure to remit scheduled payments, at the County's option, may result in demand for immediate payment of balance due in full or immediate termination of this contract.

XVI. FINAL SETTLEMENT - AUDIT

Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal awards. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

XVII. SPECIAL REPORTS

Contractor agrees to submit reports as stipulated by the Director, ADS, together with monthly claims to the address listed below:

Department of Behavioral Health
Alcohol and Drug Services
700 East Gilbert Street
San Bernardino, CA 92415-0920
ATTENTION: ADS FISCAL CLERK

XVIII. DURATION AND TERMINATION

1. The term of this Agreement shall be from July 1, 2003 through June 30, 2006, inclusive.
2. This Agreement shall be terminated in writing immediately by the Director, with no prior notice, due to non-availability of funds under any appropriate State law or if the appropriate office of the State of California does not approve it as subject for reimbursement under the appropriate act or public law.
 - a. Either the Contractor or the Director may terminate the Agreement for any reason or no reason at any time by serving thirty (30) days' written notice upon the other party. It may likewise be terminated without thirty (30) days' notice by the mutual written concurrence of both the Contractor and Director.
 - b. The Director may terminate this contract immediately upon serving written notice to the Contractor if the Contractor is found to be in substantial noncompliance, as determined by the Director, with any or all of the terms of the contract. The Director may terminate this contract in the same manner when there are indications of fraud or misuse of funds by Contractor.
 - c. In the event Contractor terminates this contract, Contractor shall furnish the County, upon request, all client information and documents deemed necessary by the County to effect an orderly transfer to another facility for services, if such transfer becomes necessary.

XIX. FINAL CLAIM

In the event this Agreement is terminated, the last reimbursement claim will be submitted within ninety (90) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County will conduct a final audit of Contractor within the ninety (90) day period following the termination date, and final reimbursement to Contractor by County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement will be accepted after the ninetieth (90th) day following the date of contract termination.

XX. ASSIGNMENT

1. This contract shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
2. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXI. CONCLUSION

1. This Agreement, consisting of twenty-four (24) pages, Schedule A, and Addenda A-1 through A-6 inclusive, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions and benefits.
2. In Witness Whereof, Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, the month and year first above written.

----- END OF AGREEMENT -----

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Inland Valley Drug & Alcohol Recovery Services
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 916 North Mountain Avenue, Suite A
Upland, CA 91786

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keved By

SCHEDULE A

PROVIDER NAME AND NUMBER

INLAND VALLEY DRUG & ALCOHOL RECOVERY SVCS - 36AC

SERIVCE MODALITY

OUTPATIENT

FISCAL YEAR

2003-2004

Funding Source and Service Modality	Net Contract Amount	Service Hours	Treatment Slots	Individual Units	Group Units
Medi-Cal and Block Grant					
*Outpatient Treatment	\$12,067	384	6	156	972
Case Management	\$2,395	76			
Co-Occurring Treatment					
Co-Occur. Case Manage.					
Perinatal Day Treatment					
Perinatal Case Management					
TOTAL	\$14,462	460	6	156	972
CalWORKS					
Outpatient Treatment	\$6,158	196	4	89	552
Case Management	\$2,053	65			
TOTAL	\$8,211	261	4	89	552
CPS					
Outpatient Treatment	\$11,290	359	6	162	1,012
Case Management	\$3,763	120			
TOTAL	\$15,053	479	6	162	1,012
Youth Services					
Outpatient Treatment	\$0	0	0	0	0
Case Management	\$0	0			
TOTAL	\$0	0	0	0	0
PSN					
Outpatient Treatment	\$6,158	196	4	89	552
Case Management	\$2,053	65			
TOTAL	\$8,211	261	4	89	552
SACPA					
Outpatient Treatment	\$95,790	3,047	41	1,034	6,441
TOTAL	\$95,790	3,047	41	1,034	6,441
GRAND TOTAL	\$141,727	4,508	61	1,530	9,529

*Drug Medi-Cal billable treatment services should receive priority reimbursement from this allocation with any remaining funds being made available for non-D/MC services.

SCHEDULE A

PROVIDER NAME AND NUMBER

INLAND VALLEY DRUG & ALCOHOL RECOVERY SVCS - 36AC

SERIVCE MODALITY

OUTPATIENT

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SCHEDULE A

PROVIDER NAME AND NUMBER

INLAND VALLEY DRUG & ALCOHOL RECOVERY SVCS - 36AC

SERIVCE MODALITY

OUTPATIENT

FISCAL YEAR

2005-2006

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Case Management	\$2,395	76			
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Co-Occur. Case Manage.					
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*Drug Medi-Cal billable treatment services should receive priority reimbursement from this allocation with any remaining funds being made available for non-D/MC services.

AGREEMENT FOR FEDERAL BLOCK GRANT

CONTRACTOR NAME: INLAND VALLEY DRUG & ALCOHOL RECOVERY SVCS

The following modes of service are funded with Federal Block Grant funds:

- Outpatient
- Case Management

SPECIAL PROVISIONS FOR FEDERAL FUNDED PROGRAMS

1. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
2. Contractor when serving intravenous drug users (IDU's) shall do outreach activities for the purpose of encouraging individuals in need of treatment for drug and/or alcohol abuse to undergo such treatment.
3. Contractor when treating IDU's agrees to admit, on a priority basis, HIV - positive individuals and to advise all individuals seeking treatment of the priority. Individuals seeking treatment shall not, however, be required to disclose whether they are HIV - positive.
4. The Contractor agrees to give preferences in admission for treatment to pregnant women seeking, or referred for, services and who would benefit from them. In the event of insufficient capacity in a facility, the Contractor shall: refer pregnant women to another program with an available treatment slot; or provide interim services within 48 hours of initial request until treatment becomes available.
5. The Contractor agrees to ensure that, to the maximum extent practicable, each individual who requests and is in need of treatment for drug abuse is admitted to a program within 14 days after making the request. If placement cannot occur within 14 days of the request, the Contractor agrees to ensure that: interim services will be made available within 48 hours of the request; and, placement will occur within 120 days of the request.
6. The Contractor agrees to ensure that directly, or through arrangement with another agency, routine tuberculosis services are made available to each individual receiving treatment. If an individual is denied admission due to lack of capacity, the individual will be referred to another provider of tuberculosis services. Tuberculosis services consist of counseling, testing, and treatment.

7. The Contractor agrees that data will be maintained re: interim services, TB, pre-/post-test results, and HIV services. A report which will include aggregate data will be filed with the County Alcohol and Drug Services (ADS) and State ADP monthly.
8. The Contractor agrees to report information regarding program capacity and waiting list by submitting a Drug Abuse Treatment Access Report (DATAR) to the California State Department of Alcohol and Drug Programs and the County ADS monthly.
9. The Contractor agrees to comply with all County/Provider Block Grant Re-authorization Guidelines.

---END OF ADDENDUM---

AGREEMENT FOR OUTPATIENT SERVICES

CONTRACTOR NAME: INLAND VALLEY DRUG & ALCOHOL RECOVERY SVCS

A. The Contractor shall provide outpatient drug-free services as defined herein to San Bernardino County residents.

B. FACILITY LOCATIONS:

The Contractor shall provide the above services in and from the following address(es):

934 North Mountain Ave Ste A & B
Upland, CA 91786

C. SERVICE DESCRIPTION:

The Contractor shall provide outpatient drug-free services in accordance with the following description:

- (1) The San Bernardino County Department of Behavioral Health, Alcohol and Drug Services has implemented a coordinated network of substance abuse prevention, treatment and recovery services which are provided through contractors. Each contractor agrees that every effort shall be made to make all services available through the coordinated network including its various levels of care: prevention, residential social model, detoxification, outpatient, intensive outpatient, residential, intensive residential, and methadone maintenance.
- (2) Each contractor further agrees to provide all potential clients access to this network of services and system of care through a consistent evaluation process and computerized system-wide management information system.

D. SPECIFIC RESPONSIBILITIES:

- (1) Outpatient drug-free services are designed to achieve progressive changes in an individual's thinking and alcohol or other drug using behavior in order to prevent relapse. To accomplish this, the service must address major lifestyle, family, attitudinal and behavior issues which can undermine the goals of treatment or inhibit the individual's ability to cope with major life tasks without the non-medical use of psychoactive substances. Such outpatient care involves regular contact with the client for a period of time not to exceed six months to meet discharge criteria appropriate to this level of care.
- (2) Outpatient drug-free treatment service is provided in regularly scheduled face-to-face therapeutic sessions. Such services may include:
 - a) individual counseling

- b) group counseling
 - c) family counseling
 - d) long-term support for relapse prevention
(This includes what is traditionally known as continuing care or aftercare.)
- (3) Intensive outpatient treatment affords the client the opportunity to remain in his/her existing environment (e.g., social, vocational, familial) while still benefiting from a therapeutic structured program. It is a non-residential service consisting of multiple face-to-face therapeutic contacts per week for clients who cannot maintain stability over a 72-hour period.

E. SERVICE COORDINATION AND QUALITY ASSURANCE

Alcohol and Drug Services shall monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information made available through the computerized management information system. The Contractor shall ensure that each client receives service at the appropriate level of care as determined by the Admission, Continued Stay and Discharge Criteria for the Continuum of Care of Substance Abusers published by SBCDBH Alcohol and Drug Services in November 1996, a copy of which has been provided to the Contractor. The Contractor may appeal any recommended service modality and/or level of care through the Authorization and Review Committee as further described in the above-mentioned November 1996 document.

- F. The Contractor shall establish day care habilitative services according to STANDARDS FOR DRUG ABUSE TREATMENT PROGRAMS, dated October 21, 1981, published by the State of California, Department of Alcohol and Drug Programs, and the ADS Manual for Contract Agencies, dated March 1994. The Contractor shall maintain accurate and adequate client records, including treatment plans, counseling notes, medical records, and other data affecting clients' treatment, according to standards identified therein. These documents will be retained for at least seven (7) years after clients have been discharged from the program.

--- END OF ADDENDUM ---

AGREEMENT FOR CASE MANAGEMENT SERVICES

CONTRACTOR NAME: INLAND VALLEY DRUG & ALCOHOL RECOVERY SVCS

Contractor shall:

Ensure that all necessary treatment and recovery activities and plans are enhanced and supported by the integration of other individual services which may include the evaluation of progress, assessment, monitoring of needs, outreach, community resource referrals and discharge planning.

---END OF ADDENDUM---

AGREEMENT FOR SPECIFIC SERVICES**Summary of Residential Program Goals, Objectives and Services**

Program Component	Goal(s)	Objective(s)	Specific Services	Client: Staff Ratio	# Clients Served Annually
Outpatient Program Services	<p>a. Break the cycle of alcohol and drug addiction through comprehensive treatment and supportive services.</p> <p>b. Clients will achieve healthier lifestyles and become productive members of the community</p> <p>c. Clients will gain skills to increase earning power, socio-economic status and self-esteem.</p> <p>d. Clients will be prepared for positive interpersonal relationships.</p>	<p>a. 85% Of clients will complete the program clean and sober.</p> <p>b. 75% Of clients completing the program will remain clean and sober for 6 months (or longer).</p> <p>c. 25% Of clients completing the program will enroll in continued education. 75% Of clients completing the program will be employed or "job ready"</p> <p>d. 75% of clients will report improved interpersonal relationships at 90 day follow up survey</p>	<ul style="list-style-type: none"> • Assessment • Individualized Treatment Planning • 12 Step Education / Immersion • Group Therapy • Individual Counseling • Group Counseling • Recreation • Job Search • Discharge Planning • Relapse Prevention • Aftercare Groups • Community Referrals 	<p>30 – 1</p> <p>Client Capacity 200</p>	600 +

General Services

1. Inland Valley Drug and Alcohol Recovery Services (IVDARS) provides alcohol and drug free outpatient program services to adult men and women, aged 18 years and over. Services are provided at the IVDARS Recovery Center, located at 934 N. Mountain Avenue, Suites A&B, in Upland, California (West end of San Bernardino County). The facility is Drug Medi-Cal (DMC) certified. An application for substance abuse services certification has been submitted to the State of California Department of Alcohol and Drug Programs, with certification pending in order to meet the requirements of this RFP. IVDARS outpatient treatment team designed an effective curriculum to accommodate the four (4) to six (6) month treatment episodes specified in this RFP.
- **Initial Screening and Problem Identification:** Initial screening for outpatient treatment services takes place by telephone and basic information is obtained to determine program eligibility, and funding source. Once the client has been determined appropriate for treatment in an outpatient setting client is scheduled for an intake appointment. Intakes are conducted on-site at the Recovery Center by clinical staff and consist of: admission criteria, CADDs, TB screening, health questionnaire, and all other required documentation. The client is assigned a primary counselor, who helps the client complete the intake process. This includes: completion of an Addiction Severity Index (ASI) assessment provided by Department of Behavioral Health, along with psych social notations made on opening progress notes. The ASI assessment helps the client identify problems and issues to be addressed during the course of treatment, and to determine the appropriate level of intensity of outpatient services. The primary counselor works with the client to formulate an Individual Treatment Plan (ITP), based on individual problems/issues identified during the ASI assessment. Clients are provided with a group schedule (according to the level of treatment determined by the ASI), along with an outpatient handbook containing group topic material, procedures, group rules, and facility rules and regulations.
- **Individual and recovery-focused group counseling:** IVDARS provides individual counseling as an integral part of treatment, in part, to help clients address issues that are personal in nature and cannot be addressed in a group setting. Issues of this sort typically contribute to the client's continued substance abuse.

Individual sessions, and the charting thereof, are kept strictly confidential in accordance with Federal guidelines and HIPAA regulations on confidentiality. The frequency of individual counseling sessions is determined by the client's level of treatment and treatment plan objectives. The sessions are usually 60 minutes in duration and conducted by the primary counselor. IVDARS believes in the "social model" concept providing clients with process group counseling sessions for the purpose of addressing issues in a group setting, and receiving feedback from peers. The group counseling process also provides an opportunity for clients to learn basic confrontation and leveling skills. The group counseling process affords the "older" clients an opportunity to share relative experience, strength and hope with those newer to the program. Qualified counselors facilitate all group counseling sessions.

- **Twenty-four hour crisis intervention and/or referral:** IVDARS' Recovery Center provides outpatient services from 9:00am – 9:00pm Monday Through Friday; 9:00am – 12noon and 5:00pm – 10:00pm Saturday; and 5:00pm – 10:00pm Sunday. Clients in crisis may call any time during these hours and talk to a counselor. In the event of a client crisis during off-hours, they can call the Recovery Center phone number and receive a recorded phone number referral to the IVDARS 24-hour detox facility. There is 24-hour awake staff, trained in crisis intervention at this location, and clients may call there any time of the day or night and talk to a counselor. The Counselor will contact the Outpatient Coordinator, and/or make any referrals deemed necessary, depending on the crisis.

Recovery, exit planning and/or aftercare services: Client recovery and course of treatment is based on Individual Treatment Plan objectives, determined by the ASI assessment. The client's level of treatment intensity, along with ITP objectives determines which groups and activities the client is assigned. The client is introduced to the 12-step community and is required to attend one (1) to three (3) 12-step meetings of Alcoholics Anonymous, Narcotics Anonymous, and/or Cocaine Anonymous, weekly depending on level of treatment. Once the client has completed all treatment plan goals, an exit plan is formulated. The exit plan contains specific questions that determine the client's follow-up recovery plan. The exit plan includes relapse prevention, family relationships, 12-step program involvement, and when

necessary, continued education, employment, and/or safe and sober housing. Clients attend aftercare groups up to three times weekly as follow up to their treatment. Aftercare groups are offered up to three (3) times per week to help clients address conditions arising from family, legal issues, financial issues, and job search. Aftercare services include relapse prevention topics and discussions that take place in a group process form to help individuals identify triggers, risky situations, and when they may be in relapse mode. Aftercare may also include referral to transitional housing, including the IVDARS program that has operated since 1983. Clients that complete program and participate in aftercare services, are given the option to join IVDARS' Alumni Association. The Alumni helps to provide fundraisers that benefit clients, as well as an opportunity to participate in fun, social activities for themselves. These events are usually open to the public and include dances, picnics, potlucks, and pancake breakfasts.

- **Coordination with the County, other providers, and other community resources to support the client's transition from outpatient treatment:** As a current contractor with San Bernardino DBH, IVDARS has established a relationship in which coordination and collaboration occurs. IVDARS Executive Director is an active participant of the Substance Abuse Advisory Committee, meeting monthly with the Deputy Director and other key figures at DBH to discuss treatment trends, funding issues, political information, and any other pertinent topics for discussion. Also, IVDARS submits monthly quality assurance reports to DBH. We are in face-to-face and telephone contact with the DBH coordinators continuously on a variety of issues concerning client care and program management. Other IVDARS coordination with community resources includes referrals for mental health services for IVDARS clients to San Bernardino County's Upland Community Counseling Center (located next door to the Recovery Center).
- **Ongoing collaboration with other stakeholders involved with clients:** IVDARS collaborates fully with various public and private agencies in the service community to assist outpatient clients (as detailed in Section D. Specific Services). The addition of a new case management specialist will insure that services and support are provided in a comprehensive manner across systems and that services not directly provided by IVDARS are available when needed by outpatient clients.

The case manager will be primarily responsible for referrals and follow-up for these various services, and will work closely with agency representatives in the provision of multi-disciplinary services of clients. In addition to these ongoing collaborative efforts, IVDARS collaborates fully with friends and family by offering a “family group” and “couples counseling” designed to provide information and education about the client, their disease and related issues, along with the affects of the disease on personal relationships.

- **Drug and alcohol testing of clients:** IVDARS believes it is important to provide a safe, drug and alcohol free environment in which clients can recover. All clients are subject to random drug testing at any time it is deemed necessary by a qualified staff member. Testing is conducted on a random and/or regular basis for clients mandated by various funding resources, in order to help clients fulfill their obligation to that particular agency. Depending on circumstances, positive tests for alcohol and/or drug use may, or may not result in the client’s termination from the program. If the drug/alcohol use took place on the premises, or if drugs/paraphernalia are brought on to the premises, immediate termination from the program will occur. A urine sample is collected from the client under supervision of a same-gender staff member. A Quick test is conducted for immediate results. In the event that the Quick test results are positive, or disputed by the client, the sample is forwarded to Redwood Toxicology, with whom IVDARS contracts for a more in- depth screening. The only exception to this procedure is Proposition 36 clients, who are tested on-site with materials provided by San Bernardino County OADP.
- **Introduction to 12-step or other self-help programs:** The agency strongly believes participation in the 12-step community is an important component of a relapse prevention plan. Attendance begins immediately upon entry into IVDARS’ outpatient program. In addition to on-site meetings of Alcoholics Anonymous, Narcotics Anonymous, Cocaine Anonymous, and Dual Diagnosis Anonymous, an Overeater’s Anonymous meeting is held on-site weekly. IVDARS believes a client’s participation in the 12-step fellowship of their choice is imperative to successful, long-term sobriety. Outpatient program, clients will be required to attend one (1) to three (3) 12-step meetings weekly, depending on their level of treatment. Members

of the 12-step community are invited to visit IVDARS programs and share their experience, strength, and hope with clients.

- **Vocational counseling and job retention training:** Vocational referral services are available to all outpatient clients, and include IVDARS sponsored activities, as well as referrals to various vocational counseling and job retention agencies. The IVDARS Recovery Center offers “Job Club”, a job-readiness workshop one evening per week. Job Club is a support group facilitated by a Human Development counselor, providing training on resume writing, interview techniques, job search techniques and how to “dress for success”. In addition, “Job Search Training Workshops” are provided once per week at the Recovery Center, facilitated by an Employment Specialist. Various topics include interview attire and conduct, on-the-job complications (i.e. harassment and what to do), ways to identify the appropriate career, etc. Clients may also be referred to outside agencies such as California Department of Vocational Rehabilitation (Voc Rehab) or Baldy View Regional Occupational Program (ROP), Goodwill, or other agencies as appropriate.
- **Referral to community resources:** Upon approval of this RFP IVDARS will employ a Case Manager (**See ATTACHMENT D – Case Manager Job Description**). The Case Manager will 1) Meet individually with clients and their primary counselor to identify and develop treatment plans, along with courses of action for overcoming perceived obstacles for achieving goals. 2) Facilitate client connection to community resources and compliance with identified action plan related to resources. 3) Work collaboratively with clients and consult with referral and community resources on behalf of the client. 4) Participate as an active member of the multi-disciplinary team and maintain communication with clinical staff, medical director, and clinical supervisor on all matters relating to individual clients.
- **Program or contract termination plan:** In the event of a sudden contractual change, clients will be transferred in a timely and orderly manner to other agencies within the Department of Behavioral Health system. Clients will be transferred to the site agreed upon by the agencies involved. Appropriate releases of information will be obtained prior to the transfer in order to provide necessary client documentation to the receiving agency and to the San Bernardino County Department of

Behavioral Health (DBH). All other documentation will be stored by the agency for a period of seven (7) years in a secure location and made accessible to authorized personnel only if/when necessary.

Staffing Levels and qualifications appropriate to meet the needs of the clients:

- **Program staffing levels:** All IVDARS staff members who have direct client contact meet (at least) the minimum current certification requirements of the State of California, Department of Alcohol and Drug programs (ADP) and the San Bernardino County Department of Behavioral Health. (See ATTACHMENT D Resumes and Narratives). Client to staff ratio is 30-1 for primary counselors.
- **Interns, volunteers, and recovering staff members:** IVDARS outpatient staff consists of a qualified, caring, multi-disciplinary team of administrators, counselors (including bilingual-Spanish), and support staff including counselor interns and volunteers supervised by regular staff. Counselor interns are recruited through Mt. San Antonio College, San Bernardino Valley College, University of California at Riverside, Loma Linda University and California Paramedical Technical College. Counselor Interns complete ASI assessments, charting, and participate in educational groups, process groups, and individual sessions under the supervision of a qualified counselor. Each staff person will have a minimum of two (2) years of abstinence/sobriety from drugs/alcohol, if they are recovering individuals. Program clients do not substitute for staff, interns or volunteers at any IVDARS facility at any time.
- **Personally and professionally qualified staff:** IVDARS maintains complete and up-to-date personnel records on all paid staff, interns, and volunteers. Records include an employment application with references and resume, both listing skills and experience, along with certificates and training records pertinent to each position. Prior to hiring, a staff member, Executive Director, or designated representative checks the references listed on the application. IVDARS policy requires all employees to be courteous, and to conduct themselves professionally. It is important that employees, interns, and/or volunteers serve as role models to all clients.

- **Cardiopulmonary resuscitation (CPR) and Basic First Aid certification:** All outpatient staff members are certified in CPR and Basic First Aid to provide coverage during outpatient hours of operation.
- **Staff training and/or expertise in AOD treatment:** All primary service delivery staff will have no less than two years of education, training, and/or work experience in the field of substance abuse or chemical dependency. All staff is provided bi-monthly education seminars facilitated by the IVDARS clinical supervisor and/or other field professionals. In addition, the agency covers the cost for employees to attend selected local workshops and seminars pertinent to their positions in an effort to enhance their skills and the quality of service delivery.
- **Written Code of Conduct:** IVDARS has a written code of conduct for all employees, volunteers, interns and the Board of Directors. This Code of Conduct includes, but is not limited to, the use of drugs and/or alcohol; staff-resident relationships; prohibition of sexual conduct with residents; and conflict of interest.
- **Bilingual Spanish staffing and ADA accessibility:** In order to provide culturally competent services, IVDARS employs 40% bilingual Spanish speaking counselors and support staff. Interpreters are available to clients with vision or hearing impairments. The Recovery Center is handicapped accessible in compliance with regulations set forth as a result of the Americans with Disabilities Act of 1990.

3. **Treatment/Recovery Methodology**

- Addiction impacts adults on several levels. Individually, addiction and its consequences disconnect the person from his/her emotional, physical, intellectual and spiritual self. The individual's addiction and the accompanying obsessive-compulsive behaviors also disconnect the person from his/her communities – the community of family and significant others, the community of peers and friends, the workplace community and the geographic community. Recovery can be understood as reacquainting and reconnecting the individual with his/her emotional, physical, intellectual and spiritual self and reintegrating him/her into his/her various communities. IVDARS believes in the behavioral approach to treatment. Clients are educated on the disease concept of addiction and relapse prevention.
- The IVDARS outpatient education curriculum is based on the **Center for Applied Behavioral Sciences (CENAPS) model of treatment.** Terence T. Gorski,

President of CENAPS Corporation, is internationally recognized for his contributions to Relapse Prevention Therapy. The scope of his work, however, extends far beyond this. A skilled cognitive behavioral therapist with extensive training in experiential therapies, Gorski has broad-based experience and expertise in the chemical dependency, behavioral health, and criminal justice fields. To make his ideas and methods more available, Gorski opened The CENAPS Corporation, a private training and consultation firm founded in 1982. CENAPS is committed to providing the most advanced training and consultation in the chemical dependency and behavioral health fields. Mr. Gorski wrote the following:

Relapse Prevention In The Managed Care Environment – *Relapse prevention is a serious concern of managed care providers who are responsible for containing the cost of chemical dependency treatment. When we look at the relapse rates following treatment, it is easy to understand why. Forty seven percent of patients treated in private treatment programs will return to chemical use within the first year following treatment. Of those who relapse, about 40% will have short-term, low consequence relapses and will rapidly return to recovery, while 60% of relapsers will have long-term, high consequence relapses that require costly treatment. In reviewing these statistics, it is important to keep the following points in mind:*

- 1) Fifty three percent of chemically dependent patients do recover after treatment*
- 2) Recovery rates can be as high as 90% in clients who are socially stable (i.e. are employed, have a stable residence and have social support in the form of family or significant friendships), supported by Employee Assistance Programs, and do not have polydrug addictions, other psychiatric disorders, or serious medical complications.*
- 3) When compared to other chronic life style related diseases, such as cancer and heart disease, the relapse rates to chemical dependence are relatively low.*
- 4) The recovery and relapse rates for chemical addiction have significantly improved since the introduction of abstinence-based recovery methods in 1935. Prior to the development of Alcoholics Anonymous in 1935, the 98%*

relapse rate led to alcoholics being declared as hopeless by most leading psychiatrists and physicians. The introduction of Alcoholics anonymous (AA) increased recovery rates to about 25% and the introduction of Minnesota Model Treatment that combines 12-Step recovery with detoxification, education, and counseling caused an increase in recovery rates to about 50%.

- 5) Patients who relapse are not hopeless. 40% of relapsers find their way into long-term recovery after experiencing short-term and low consequence relapses. Other relapsers significantly improve their overall health and functioning and decrease their health care utilization in spite of experiencing periodic short-term and low consequence relapses that are rapidly stabilized by appropriate intervention and treatment.*
- 6) Relapse prevention therapy is improving the chances of recovery for relapsers. A study completed by Father Marten's Ashley found that chronic relapsers who completed a CENAPS Model Relapse Prevention Program had the same improvement rates (approximately 65%) as did patients completing primary treatment for the first time.*

*Treating relapsers is costly. The National Drug and Alcohol Treatment Utilization Study (NDATUS) estimated that the nation spent a total of \$4.08 billion in treating chemically dependent people. Since 40% of these patients were relapsers, the nation spent \$1.63 billion treating relapsers. Unfortunately, most of this money was spent on recycling patients through treatment that had already failed. Few treatment programs have comprehensive relapse prevention tracts in spite of the large number of relapsers. **References:** (Gorski, Terence T., Relapse Prevention In The Managed Care Environment, GORSKI-CENAPS Web Publications, June 10, 2001 ? Gorski, Terence T., Relapse Prevention In The Managed Care Environment, Addiction and Recovery Magazine, March, 1992)*

The CENAPS model of treatment is based on the disease concept of addiction and relapse. Addiction is a physical disease, not a moral issue. It is classified with cancer, heart disease, and diabetes as a chronic illness that produces long-term physical, psychological, and social damage. Clients will learn to understand, recognize and accept their addiction, and to deal with related issues.

They will be taught alternatives for dealing with every-day stressors; feelings; and addictive thoughts and behaviors. They will learn problem-solving skills, along with ways to restructure interpersonal relationships. IVDARS believes that introduction to the 12-step programs of Alcoholics Anonymous, Narcotics Anonymous and Cocaine Anonymous is imperative if the client is to successfully achieve long-term sobriety.

Each client will be supplied with a copy of Terence Gorski's "Staying Sober – A Guide For Relapse Prevention". Spanish speaking clients will be supplied with a Spanish version of the book. This publication best describes the progression of the disease, withdrawal patterns, and the various stages of recovery and change. Recovery is a process, not an event. In order to successfully progress in recovery, clients will learn the importance of addressing various personal issues, and behavioral patterns that have contributed to their continued substance abuse. Group topics will include, but are not limited to, the disease concept and denial, cycle of addiction, stages of recovery, relapse prevention, codependency, relationships, behaviors, effectively managing criminal justice issues, and process groups with peer feedback.

Specific treatment issues to be addressed include, but are not limited to, a) educating clients on the effects of alcoholism and drug addiction b) helping clients to break through denial and change destructive behaviors; c) educating clients on the importance of taking responsibility for their actions; d) educating clients on the role they play in society; e) educating clients on dysfunctional family roles; f) educating clients on the physical effects and health related risks resulting from alcoholism and substance abuse (i.e. liver and heart problems, along with contraction of communicable and blood borne diseases - HIV/Aids; Hepatitis; and sexually transmitted diseases); and g) address clients' mistaken beliefs and the (weakness) stigma attached to mental health issues.

Due to the large Latino/Hispanic population in the service region, IVDARS will address cultural issues of this target population. Language barriers complicate Spanish-speaking individuals' comprehension of numerous issues. A continued dysfunctional lifestyle is just one consequence suffered as a result of language barriers. Male descendants of Mexico are prone to alcoholism as a result of part of

their culture. Beginning at an early age, “Machismo” beliefs are taught to Mexican males, primarily by their fathers. One of the Machismo beliefs is that drinking alcohol as socialization with other males makes them a man. Another Machismo belief is they do not require condoms or any sort of protection during sex. Beliefs and behaviors such as these are carried by many Hispanic males throughout their lives. Specific treatment issues to be addressed amongst the Spanish population include a) educating clients on how stress related to immigrants’ “Machismo” beliefs can contribute to continued substance abuse; and b) helping clients to address “Machismo” beliefs and change their perceptions. In addition, Spanish-speaking individuals often face dilemmas related to Immigration Naturalization Services. IVDARS’ certified, trained bilingual staff will offer support. No Spanish-speaking individual will be denied treatment services based on their Immigration status.

- **Individualized Treatment Plans:** Clients collaborate with program staff to develop individualized treatment plans that intervene educationally, therapeutically and behaviorally within the outpatient setting. Problems/issues identified during the ASI assessment are included on the client’s treatment plan. Problems/issues may include, but are not limited to substance abuse/dependency, treatment acceptance/resistance, medical problems, mental health problems, emotional/behavioral problems; legal problems; social/environment problems, educational/occupational problems, housing/economic problems; and/or physical/sexual abuse and related issues. Treatment plans indicate the most effective course of treatment for each client. They will be reviewed by the Quality Assurance Review Treatment Team and updated (as appropriate) every 30 days, as treatment needs change.
- **Self help recovery groups:** All clients are introduced to the 12-step programs of Alcoholics Anonymous, Narcotics Anonymous and Cocaine Anonymous as an integral part of successful long-term sobriety. It is important that the client build a solid foundation for recovery and stay “connected” within the recovering community. Prior to completing any IVDARS program, clients are required to obtain a 12-step program sponsor of their choice. The Recovery Center hosts 12-step meetings of Alcoholics Anonymous, Narcotics Anonymous, Cocaine Anonymous, Dual Diagnosis Anonymous, and Overeaters Anonymous, on-site.

- **Health Questionnaire:** It is important to obtain a complete medical history from each client, in order to incorporate relevant health issues into the Individual Treatment Plan. Upon intake, clients complete an in-depth questionnaire containing a complete medical history. Medical problems are common amongst the substance abusing population. Some medical problems are related to the client's substance abuse and some are not. When necessary, medical referrals will be made promptly. Client's medical history, along with all client records, is kept strictly confidential in accordance with Federal guidelines and HIPAA regulations on confidentiality.

4. Substance Abuse Outpatient Treatment Modality

IVDARS will provide outpatient program services at the Recovery Center location. The program is Drug Medi-Cal (DMC) certified by the State of California, Department of Alcohol and Drug Programs (ADP). Application for substance abuse certification by the same, was submitted March 20, 2003, a site visit is scheduled for May 6, 2003 and certification is anticipated to meet the requirements of this RFP.

a. Treatment modality range of activities:

- **Substance abuse evaluation/participant assessment:** Upon intake all clients provide a history of substance use (i.e. age of first use, drug of choice, route of ingestion; detox episodes and complications, history of Delirium Tremors [DT's], and or seizures). All outpatient clients meet with their primary counselor to complete an Addiction Severity Index (ASI) assessment. Information obtained during the ASI assessment will be utilized to determine the appropriate level of intensity for outpatient services.
- **Medical history/health questionnaire:** As stated above, clients will complete a Health Questionnaire upon intake, consisting of a complete medical history (i.e. past and present medical conditions, medications, surgeries). The questionnaire becomes part of the client's permanent record.
- **Individualized treatment planning:** As stated above, clients collaborate with program staff to develop individualized treatment plans that intervene educationally, therapeutically and behaviorally within the outpatient setting. Problems/issues identified during the ASI assessment are included on the client's treatment plan.

Problems/issues may include, but are not limited to substance abuse/dependency, treatment acceptance/resistance, medical problems, mental health problems, emotional/behavioral problems; legal problems; social/environment problems, educational/occupational problems, housing/economic problems; and/or physical/sexual abuse and related issues. Treatment plans indicate the most effective course of treatment for each client. They will be reviewed by the Quality Assurance Review Treatment Team and updated (as appropriate) every 30 days, as treatment needs change.

- **Mental Health Counseling:** IVDARS utilizes Upland Community Counseling (located next door to the Recovery Center) to provide services to clients with mental health issues. Upland Community Counseling is a branch of San Bernardino County Department of Behavioral Health
- **Required participation in self-help activities:** Outpatient clients are required to attend one (1) to three (3) 12-step Alcoholics Anonymous, Narcotics Anonymous, Cocaine Anonymous meetings weekly as a part of their treatment plan. The number of meetings required is determined by the client's level of treatment. IVDARS believes integration in to the 12-step community is imperative for the client's success at long-term sobriety. Prior to completion, clients must obtain a sponsor in one of these 12-step programs. Based on ITP's clients may be required to participate in other classes, such as anger management, parenting and/or Job Club.
- **Individual Counseling:** IVDARS provides individual counseling as an integral part of treatment, in part, to help clients address issues that are personal in nature and cannot be addressed in a group setting. Issues of this sort typically contribute to the client's continued substance abuse. Individual sessions are usually 60 minutes in duration and conducted by the primary counselor. The frequency of individual counseling sessions are determined by the client's level of treatment and treatment plan objectives.
- **Social model recovery-focused counseling:** Outpatient services are provided at IVDARS' Recovery Center. The environment created at the Recovery Center provides multiple opportunities for clients to interact socially and therapeutically with

their peers. The social model aspect of recovery (one addict helping another) is the foundation of all IVDARS recovery programs and activities.

- **Process groups:** Process/Topic groups are provided to clients in order to address issues in a group setting and receive feedback from peers. IVDARS believes the “social model” concept of one addict helping another is effective treatment. All process groups are facilitated/supervised by qualified counselors. Topics include, but are not limited to, Post Acute Withdrawal (PAW), co-dependency, relationships, assertiveness skills, behaviors, etc.
- **Substance abuse education groups:** Substance abuse education is provided to clients in a classroom-like setting. Education will be based on Terence T. Gorski’s, research-based CENAPS Model of Treatment. Each client will be provided with a copy of Gorski’s “Staying Sober-A Guide for Relapse Prevention”. (See Recovery/Treatment Methodology) However, education is not limited to this material. Clients are given an Outpatient handbook with other education material. Clients are also given handouts on occasion. Additional educational topics include 12-step philosophies and principles, spiritual concepts of recovery, medical aspects, HIV/AIDS education, stress management, family systems theories, functional vs. dysfunctional relationships, along with other topics as appropriate. Qualified counselors facilitate education groups.
- **Family counseling:** Recovery from addiction is a difficult process. Many clients claim it is the most difficult thing they have ever done in their entire lives. For some, it may be a matter of life and death. Family groups are offered to family members and/or significant others (S.O.’s) of IVDARS clients. Family groups are intended to provide family members and/or S.O.’s with information about what the addict/alcoholic is going through. It helps family members and/or S.O.’s gain a better understanding of addiction and the recovery process. It helps put family members and/or S.O.’s in a better position to offer support to the client as he/she goes through the sometimes difficult process of recovery and change. Family groups are intended to provide family members and/or S.O.’s with support while going through the process. Watching someone “hit bottom” is never easy and brings up many feelings. Family groups are intended as a place where family members and/or S.O.’s can talk about those feelings – anger, fear, disappointment,

sadness – and gain support from others who are experiencing the same. Just like the addict or alcoholic, family members and/or S.O.'s are undertaking a very difficult process as they participate in the recovery process.

- **Linkage to vocational and literacy training:** Some clients entering treatment lack literacy skills. Literacy and comprehension are key elements of successful recovery. Literacy improves recovery success rate and vocational pursuits. IVDARS will offer a Literacy/Tutoring program to benefit clients that are having difficulty with comprehension of program content. IVDARS will pair individuals with a peer tutor who has been trained by qualified staff to assist the client in improving literacy and comprehension skills. As stated above, in order to further education and for career/job training purposes, clients may be referred to outside agencies such as California Department of Vocational Rehabilitation (Voc Rehab) or Baldy View Regional Occupational Program (ROP). In addition, clients wishing to obtain their GED will be referred to Adult Education.
- **Collateral Services:** Clients are offered many services and opportunities through IVDARS' on-going, interactive relationships with various local and state agencies as follows:
 - State of California parole and probation departments and Substance Abuse Services Coordinating Agency (SASCA). Counseling staff works closely with agents, officers, and advocates providing services as a multi-disciplinary treatment team.
 - Department of Public Social Services (DPSS) and Child Protective Services (CPS). Counseling staff works closely with clients' case managers in implementing service plans.
 - Mental health services are available to clients through Upland Community Counseling Center (located next door to the IVDARS Recovery Center).
 - IVDARS Medical Director reviews each clients' chart to assess medical needs, and participates in the treatment planning process.
 - Baldy View Regional Occupational Program provides forklift training and certification for some of IVDARS clients.
 - Goodwill, Inc. in Upland has employed many IVDARS program graduates.

- California Department of Vocational Rehabilitation (Voc Rehab) provides various services to IVDARS clients including vocational training and placement assistance.
- IVDARS provides substance abuse services to Foothill Family Shelter's clientele and in turn, the Foothill Family Shelter provides housing for some IVDARS program graduates.
- IVDARS provides substance abuse services to Foothill A.I.D.S. Project clientele and in turn, Foothill A.I.D.S. Project provides on-going educational seminars, along with HIV testing for IVDARS clients.
- Reach Out West End program provides smoking cessation classes for our outpatient and residential clients.
- IVDARS collaborates San Bernardino County Drug Courts and with Superior Court in Rancho Cucamonga (West San Bernardino County) providing substance abuse treatment services including Proposition 36 alcohol and drug services.
- **Case Management:** IVDARS staff consists of a multi-disciplinary treatment team that meets at least one time per week to review client progress in accordance with treatment plan objectives. The treatment team consists of the program coordinator, primary counselor, clinical supervisor, case manager and if applicable, representatives from outside agencies involved with the client's treatment. As stated above, upon approval of this RFP IVDARS will employ a Case Manager (**See ATTACHMENT D – Case Manager Job Description**). The Case Manager will 1) Meet individually with clients and their primary counselor to identify and develop treatment plans, along with courses of action for overcoming perceived obstacles for achieving goals. 2) Facilitate client connection to community resources and compliance with identified action plan related to resources. 3) Work collaboratively with clients and consult with referral and community resources on behalf of the client. 4) Participate as an active member of the multi-disciplinary team and maintain communication with clinical staff, medical director, and clinical supervisor on all matters relating to individual clients.
- **Treatment Planning:** As stated above, clients collaborate with program staff to develop individualized treatment plans that intervene educationally, therapeutically

and behaviorally within the outpatient setting. Problems/issues identified during the ASI assessment are included on the client's treatment plan. Problems/issues may include, but are not limited to substance abuse/dependency, treatment acceptance/resistance, medical problems, mental health problems, emotional/behavioral problems; legal problems; social/environment problems, educational/occupational problems, housing/economic problems; and/or physical/sexual abuse and related issues. Treatment plans indicate the most effective course of treatment for each client. They will be reviewed by the Quality Assurance Review Treatment Team and updated (as appropriate) every 30 days, as treatment needs change.

- **Crisis Intervention:** IVDARS staff includes individuals specially trained in crisis intervention. Clients in crisis will have immediate, personal, and private consultation with primary counselor(s). Specific intervention as deemed appropriate by said counselor(s) will occur immediately. Crisis intervention is available on a 24/7 basis by IVDARS, as previously described.
- **Vocational counseling and job retention training:** As stated above, vocational referral services are available to all outpatient clients. The Recovery Center offers "Job Club", a job-readiness workshop one evening per week. Job Club is a support group facilitated by a Human Development counselor. Job club provides training on resume writing, interview techniques, job search techniques and how to "dress for success". Clients may also be referred to outside agencies such as California Department of Vocational Rehabilitation (Voc Rehab) or Baldy View Regional Occupational Program (ROP).
- **Relapse Prevention:** Relapse prevention is a key element of successful recovery. IVDARS outpatient services curriculum is based on the CENAPS Model of Treatment and "Staying Sober-A Guide to Relapse Prevention", written by Terence Gorski (President of CENAPS) and Merlene Miller. Client's group schedules will include educational groups on relapse prevention, and the various stages of recovery. In addition, aftercare services include relapse prevention topics. Discussions take place in a group process form to help individuals identify triggers, risky situations, and when they may be in relapse mode.

- **Discharge Planning:** Once the client has completed all treatment plan goals, an exit plan is formulated. The exit plan contains specific questions that determine the client's follow up recovery plan. The exit plan includes relapse prevention, family relationships, 12-step program involvement, and when necessary, continued education, employment, and/or (safe) housing. A second ASI assessment is conducted upon discharge of Proposition 36 clients to determine a specific aftercare plan.

b. Levels of Treatment:

All clients will be assessed for the appropriate level of service based on their clinically determined need, using the ASI as the assessment tool. The ASI will be completed within one week (five business days) of admission to the program. There will be four levels of outpatient services: Levels One to Four. Specifically, scores from the Medical, Alcohol, Drug and Psychiatric scales (on the client's Severity Profile on the ASI) will be used to determine the client's level of care. Clients with scores within the range of 0 - 3 will be assigned to Level One. Clients with scores within the range of 3 – 5 will be assigned to Level Two. Clients with scores within the range of 5 – 7 will be assigned to Level Three. The Case Management Review Team will individually review any client's case that scores greater than 7. Clients determined to require a more intense level of care will be referred to the appropriate setting after further consultation with the initial referral source. Clients referred to outpatient treatment following a residential treatment episode will be automatically assigned to Level Four. ASI scores will serve as the primary criteria for placement at a particular level. IVDARS will evaluate client progress based on the ITP, and will move clients who are unsuccessful at any particular level, to a level of more intensity if determined appropriate by the Case Management Review Team (i.e. failed drug test, lack of adherence to ITP).

- (1) Program description details of each of the components identified in the RFP have been previously provided.
- (2) A description of services provided directly and/or by referral, including GED training, resume development, job preparation, etc., has been previously provided.
- (3) Each client will have an Individualized Treatment Plan (ITP) that specifies the minimum and/or maximum length (4 months) of program services and number of visits required. Any and all services beyond a four (4) month regimen will require a

written justification by IVDARS and prior approval from ADS Administration.

- (4) Individual counseling sessions will be a minimum of 50 minutes and group sessions a minimum of 90 minutes. (See the chart on the following page)

Outpatient Treatment Service Level Plan

Outpatient Level	Criteria (ASI Score)	Treatment Services/Duration	Treatment Activities (All Levels)
Level One	0 - 3	<u>1 Month:</u> <ul style="list-style-type: none"> • Bi-weekly individual counseling sessions • Weekly group sessions • Weekly participation in at least one self-help activity <u>3 Months:</u> <ul style="list-style-type: none"> • Weekly group sessions • Weekly participation in at least one self-help activity • One (1) Case Management Session each month 	<ul style="list-style-type: none"> • Substance abuse evaluation/participant assessment • Medical history/health questionnaire • Individualized treatment planning • Required participation in self help activities • Individual counseling • Social model recovery-focused counseling • Process groups • Substance abuse education groups • Family counseling • Linkage to vocational & literacy training • Collateral services • Case management • Treatment planning • Crisis Intervention • Vocational counseling & job retention training • Relapse prevention • Discharge planning • Mental Health Counseling (as necessary)
Level Two	3-5	<u>2 Months:</u> <ul style="list-style-type: none"> • Bi-weekly individual sessions • Weekly group sessions • Weekly participation in at least one self-help activity <u>2 Months:</u> <ul style="list-style-type: none"> • Weekly group sessions • Weekly participation in at least one self-help activity • One (1) Case Management Session each month 	
Level Three	5-7	<u>2 Months:</u> <ul style="list-style-type: none"> • Weekly individual sessions • Weekly group sessions • Weekly participation in at least one self-help activity <u>2 Months:</u> <ul style="list-style-type: none"> • Bi-weekly group sessions • Weekly participation in at least one self-help activity 	
Level Four (following completed Residential Program)	7-over	<u>1 Month:</u> <ul style="list-style-type: none"> • One (1) individual counseling session • Weekly group sessions • Weekly participation in at least one self-help activity <u>3 Months:</u> <ul style="list-style-type: none"> • Bi-weekly group sessions • Weekly participation in at least one self-help activity • One (1) Case Management Session each month 	

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Co-occurring Substance Abuse and Mental Health Disorders: Not Applicable

Enhanced Services: Not Applicable

AGREEMENT FOR SUBSTANCE ABUSE AND CRIME PREVENTION ACT
(SACPA) SERVICES

CONTRACTOR NAME: INLAND VALLEY DRUG & ALCOHOL RECOVERY SVCS

Contractor shall:

Comply with all SACPA Regulations found in Title 9 California Code of Regulations (CRC), commencing with Section 9500 and including:

9530(f): With the exception of specific requirements included in (g), (h), and (i) of Section 9530, determination of allowable and allocable costs under the Act shall be made utilizing the guidelines contained in the Act and in cost principles published by the Federal Office of Management and Budget (OMB). The County shall follow OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments". Public and Private contractors shall follow OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

9530(k) (2): The County shall monitor and document activities to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the County.

9535 (e): The Contractor shall retain all records documenting use of funds for a period of five years from the end of the fiscal year or until completion of the State Department of Alcohol and Drug Program's annual audit and resolution of any resulting audit issues if the audit is not resolved within five years.

9545 (a): Counties shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in funds to ensure compliance with provisions of the Act, the requirements of Chapter 2.5 of Title 9, CRC, and the County terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits.

9545 (b): The audit shall be conducted in accordance with generally accepted government auditing standards as described in "Government Auditing Standards (1994 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States.

9545 (d): The written audit report shall establish whether the Contractor expended funds in accordance with the provisions of the Act, the requirements of Chapter 2.5 of Title 9, CRC, and the County terms and conditions under which the funds were awarded.

9545 (e): When a County audit finds that a public or private contractor has misspent funds based on the requirement of Title 9, CRC, Section 9530, the County shall demand repayment from the Contractor in the amount of such audit findings and shall deposit the

recovered funds into the County's trust fund established pursuant to Title 9, CRC, Section 9517. Such recovery of funds shall be reported to the Department on the Annual Financial Status Report Substance Abuse and Crime Prevention Act of 2000" (Form 10096, New 10/01), and the specific amount recovered shall be identified in the "Comments/Remarks" line on the same report. The County shall maintain an audit trail to identify the specific audit periods for which recoveries are reported.

9545 (g): Notwithstanding subsection (a) of Section 9545, any public or private contractor who is required to obtain a single audit pursuant to OMB Circular A-133 and who receives funding under the Act, shall ensure that the single audit addresses compliance with the requirements of the Act. The County may rely on the single audit as fulfilling its responsibilities in Section 9545(a).

9545 (h): Audit work papers supporting the report shall be retained for a period of five years from the issuance of the audit report and the County shall make such work papers available to the State Department of Alcohol and Drug Programs upon request.

---END OF ADDENDUM---

AGREEMENT ON UNION ORGANIZING

CONTRACTOR NAME: INLAND VALLEY DRUG & ALCOHOL RECOVERY SVCS

Contractor, by signing this Contract, hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this Contract.

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this Contract will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this Contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

---END OF ADDENDUM---